

REMARKS

The March 3, 2003, Office Action in this application rejected Claims 1, 2, 3, and 19 under 35 U.S.C. § 102(b) as being anticipated in view of the teachings of U.S. Patent No. 5,537,315 issued to Mitcham (hereinafter "Mitcham"). In addition, Claims 4-19 were rejected under 35 U.S.C. § 103(a) as being unpatentable in view of the teachings of Mitcham, taken in view of the teachings of the CNA Customer Services State Sales Offices Web site, <http://web.archive.org/web/20000311214508/www.cna.com/group/custserv/gr_stat.html> (hereinafter "CNA Reference"), and further in view of the teachings of the MostChoice Advisor Web site, <http://web.archive.org/web/20000818065246/www.mostchoice.com/General/Advisor_Center/Why/G_Adv_Why_Overview.cfm> (hereinafter "MostChoice Reference"). Furthermore, the abstract was objected to because it exceeds 150 words in length.

The abstract has been amended, rendering the objection moot. The subject matter of dependent Claims 2 and 9 have been incorporated into independent Claims 1 and 8, respectively. Claims 1, 3-6, 8, 10, 14, and 19 have been amended to clarify the invention and obviating the rejections under 35 U.S.C. § 102(b) and 35 U.S.C. § 103(a).

Prior to discussing in detail why applicants believe that the pending claims in this application are allowable, a brief description of applicants' invention and a brief description of the teachings of the cited and applied references are provided. The following background and the discussions of the disclosed embodiments of applicants' invention and the teachings in the cited and applied references are not provided to define the scope or interpretation of any of the claims of this application. Instead, such discussions are provided to help the United States Patent and Trademark Office (hereinafter "the Office") better appreciate important claim distinctions discussed thereafter.

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BACKGROUND OF THE INVENTION

Web sites are now available that provide insurance services, such as premium quotation for an insurance policy. Traditionally, insurance policies have been sold through insurance agents. These agents may be employed by an insurance company, or they may operate independently. Insurance companies have typically relied on insurance agents to be a first point of contact with customers and to provide extra value to the insurance policies provided by the insurance companies. Many Internet Web sites that provide insurance products have supplanted these insurance agents so as to sell insurance policies directly to the consumer. In some cases, these Web sites may pay a commission to an agent for the sale, but the insurance companies that operate such sites retain control over the customer's account and do not release this control to the selling agent.

Paying insurance agents a commission for an on-line sale of an insurance policy without releasing control of the customer's account to the agent is a myopic business strategy for an insurance company. In the long term, this strategy may have many drawbacks. For instance, customers may not receive the level of personalized service and value they once received because insurance agents may be unmotivated to provide additional service (if they will not receive monetary compensation). For these and other reasons, selling insurance policies directly to consumers through an Internet Web site without completely re-intermediating the insurance agent by providing complete control of the customer to the agent may not be a desired business model.

SUMMARY OF THE INVENTION

The present invention solves or reduces the above problems by providing a method and system for providing insurance policies via a distributed computing network that re-intermediates insurance agents into the on-line policy sales process. The prospective

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customer may purchase the insurance policy according to a provided bindable premium quotation through a Web site. If the prospective customer elects to purchase the policy, the Web site may re-intermediate an insurance agent into the sales process. The insurance agent may be re-intermediated by first providing a list of available insurance agents to the prospective customer. The prospective customer may select one of the insurance agents from the list. Once an agent has been selected, complete control of the customer's account is transferred from the Web site to the selected agent. To accomplish this, information regarding the prospective customer and the insurance policy is transmitted to the insurance agent. Using this information, the insurance agent may make direct contact with the customer and provide value-added services to the customer. Additionally, the insurance agent receives a commission for his services.

The list of insurance agents provided to the prospective customer may be compiled based on geographical distance between the agents and the customer. For instance, the insurance agents closest to the purchaser's home may be identified and displayed. Similarly, the customer may indicate that the insurance agent geographically closest to his address should be assigned to service the policy. Once an insurance agent has been re-intermediated in this manner, the insurance policy and any accompanying documents may be delivered to the customer in electronic form.

Summary of Mitcham

Similar to the example described in the background of applicant's invention, the system of Mitcham is directed to a system allowing a user to independently create a binding insurance agreement. See Col. 4, lines 9-12. But the similarity ends there. Mitcham indicates that such creation of the binding insurance agreement occurs "without the need for interacting with a representative of an insurance company" (emphasis provided). See Col. 4, lines 10-11. The system of Mitcham completely lacks the feature of re-intermediating an insurance agent and

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issuing an insurance policy after receiving a request to purchase the insurance policy according to a bindable insurance premium quotation. The system of Mitcham, through a kiosk, prompts the user to enter required information in order to calculate an insurance rate. Once this information has been entered, a rate may be calculated for differing levels of coverage. Insurance companies may supply rates to the kiosk. A determination is made of the identity of the company providing the lowest rate for a particular level of coverage. A user may then receive a binder upon the selection of a particular level of coverage if the user selects to pay for the insurance with a credit card. A signature screen is then displayed. The user may then sign the screen using any type of pointing device. The distinguishing difference between the system of Mitcham and the present invention is the lack of re-intermediating an insurance agent and issuing an insurance policy after receiving a request to purchase the insurance policy according to a bindable insurance premium quotation.

As described by Mitcham at FIGURE 3C, after the user has entered various personal information, the system of Mitcham determines the lowest rate for each level of insurance coverage for the user. For example, the minimum level of coverage may include only those levels required by a particular state. Next, the system of Mitcham determines the identity of the insurance company providing the lowest rate for levels of coverage. It must be noted that the business entity of an insurance company must not be confused with the business entity of an independent insurance agent. The company name and the associated rate are then stored. If the insurance company does not want its name to be displayed on the kiosk, only the coverage limit and rate for each level of coverage are displayed. Otherwise, the coverage limit, rate for each level, as well as the name of the insurance company, are displayed on the kiosk. Next, the system of Mitcham allows the user to select the level of coverage that the user desires. Once a

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level of coverage is selected, the system of Mitcham displays various options, see Col. 6, lines 20-25.

FIGURE 3D of Mitcham illustrates the logic of the options presented to the user. Four options are available to the user. First, the user can opt to complete the contract (in other words, to request to purchase an insurance policy). Second, the user can elect to have a representative of an insurance company contact the user. (Note that this is a complete departure from the teachings of the present invention, where the insurance agent is re-intermediated when the user decides to purchase an insurance policy. In other words, the logic of completing the contract in the system of Mitcham is separated from the logic of electing to have a representative of the insurance company contact the user.) Third, the user can select the printing of an insurance quote. And fourth, the user may decide to exit from the on-line insurance purchase process.

The main problem with the system of Mitcham is that it does not re-intermediate an insurance agent and then issue an insurance policy after receiving a request from a user to purchase the insurance policy. Insurance companies may supply rates to the kiosk of Mitcham, but there can be no reasonable interpretation that this is somehow re-intermediating an insurance agent and then issuing the insurance policy. FIGURE 3D of Mitcham crystallizes the distinguishing difference between the claimed invention and the system of Mitcham. The logic path of the option to complete the insurance contract is completely separate from the logic path in which the user is requesting a representative of an insurance company to contact the user. Accordingly, no *prima facie* case of anticipation has been established by the Office.

Summary of the CNA Reference

On page 13, the CNA reference describes that insurance is sold through independent agents and brokers across America, whose Web sites can be found on an agent locator page. To locate a CNA branch office, according to page 11 of the CNA reference, a map is used by a user

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to locate a particular state from which the address of local CNA sales offices will then be displayed to the user. Unlike the present invention, no method of providing an insurance policy via a distributed computing network is taught or even suggested by the CNA reference.

The Office has proposed to use the CNA reference for the teaching of re-intermediating an insurance agent. That proposal is conspicuously questionable. The claimed invention recites receiving a request to purchase an insurance policy according to a bindable insurance premium quotation, and in response to such a request, re-intermediating an insurance agent and issuing the insurance policy. There is no re-intermediating of an insurance agent disclosed by the CNA reference. The user cannot request to purchase an insurance policy according to a bindable insurance premium quotation through the Web site described by the CNA reference.

There can be no re-intermediation in the system described by the CNA reference because the user must first track down a CNA insurance agent before the CNA insurance agent can help the user obtain an insurance policy. The system of the CNA reference is no different than the traditional approach of looking up an insurance agent in the yellow pages and calling the insurance agent.

Given the defects of the CNA reference, there is no benefit to combining the CNA reference and Mitcham, whose combination applicants specifically deny. Moreover, the defects of the CNA reference cannot cure the defects of Mitcham. Whereas the CNA reference requires the user to first track down an insurance agent, Mitcham requires the user to enter various information through a kiosk to obtain an insurance policy "without the need for interacting with a representative of an insurance company." To combine, the approach of the CNA reference, which tracks down an insurance agent first, must be abandoned, or the approach of Mitcham, which forces the user to enter information without the need to interact with a representative of an insurance company, must be jettisoned, and the resultant combination would destroy the

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operation of either reference. Consequently, no *prima facie* case of obviousness has been established by the Office.

Summary of the MostChoice Reference

The MostChoice reference is a collection of Web pages of a Web site allowing a user to apply for an insurance policy or talk to "local advisors" regarding the insurance policy. Page 1 of the reference illustrates a table with two columns. The first column is described by the MostChoice reference as the offerings of independent insurance agents. In the second column of the table, the MostChoice reference distinguishes the offerings of independent insurance agents from "local advisors," who provide more services than those of independent insurance agents. Thus, the MostChoice reference teaches away from the use of independent agents. This is in clear contrast with the present invention.

Moreover, it is respectfully submitted that the MostChoice reference is not an enabling reference. Submitted in an Information Disclosure Statement with this amendment and response is a Web page displaying the text "Under Construction." This Web page was reached after applicants attempted to apply for an insurance quote on-line at the Web site "www.mostchoice.com" archived at the Web site "web.archive.org." It is respectfully submitted that the MostChoice reference, like the CNA reference discussed above, allows a user to search for a local advisor—not independent insurance agents. One of the reasons that the MostChoice reference is not enabling (and therefore cannot teach or suggest the claimed invention) is because a user could not use the MostChoice reference to apply for a bindable insurance policy at the time the claimed invention was made. The Web page of the MostChoice reference that would have allowed such a process was still "under construction." Thus, it has simply not been possible for the MostChoice reference to receive a request to purchase an insurance policy according to a bindable insurance premium quotation, and in response to the request, re-intermediating an

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insurance agent and issuing the insurance policy. No re-intermediating process is taught or suggested by the MostChoice reference. Users would have to connect to the local advisors first, similar to the process described by the CNA reference.

Given the defects of Mitcham, the CNA reference, and the MostChoice reference, there is simply no benefit to combine these references. Even if somehow these references were combinable, whose combination applicants specifically deny, they cannot teach the claimed invention. Mitcham does not re-intermediate an insurance agent. The CNA reference requires a user to contact the insurance agent first. And the MostChoice reference does not even allow the user to apply for an insurance quote let alone a bindable insurance policy. Accordingly, the Office has not established a *prima facie* case of obviousness.

The Claims Distinguished

The Office has failed to show, and applicants are unable to find, where any of the cited and applied references, either alone or in combination, disclose the subject matter of the claimed invention. Among other differences, none of the applied and cited references teaches "receiving a request to purchase said insurance policy according to said bindable insurance premium quotation; and in response to said request, re-intermediating an insurance agent and issuing said insurance policy," as recited in amended independent Claims 1 and 8.

The Office has argued that the system of Mitcham teaches this feature of the claimed invention at FIGURE 13, lines 32-34. This cannot be correct. FIGURE 13 as described by Mitcham is a pictorial representation of a computer display screen depicting the lowest rates for each level of coverage and including a summary of data entered by the user. An insurance company name may be displayed as shown in FIGURE 13. But this cannot be confused with re-intermediating an insurance agent upon a request to purchase an insurance policy. There is no request to purchase an insurance policy that a user can select at FIGURE 13 of Mitcham.

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Moreover, what can be displayed is the name of the insurance company that provides the rate, not an insurance agent who can be re-intermediated.

The Office has also argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 1, lines 64-67. This also cannot be correct. What is disclosed at this portion of Mitcham is that "it is known in the insurance industry for a representative of an insurance company to create an insurance agreement or policy based on information obtained from a prospective insured." There is absolutely no teaching that an insurance agent is re-intermediated upon receiving a request to purchase an insurance policy according to a bindable insurance premium quotation made via a distributed computing network. What is described at that portion of Mitcham is the traditional process for creating an insurance agreement before the advent of providing an insurance policy via a distributed computing network.

The Office has further argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 2, lines 9-14. This cannot be correct. Mitcham discusses the portion as follows:

Once the prospective insured pays the company, the company issues a binder. The binder is evidence of the insurance policy. The insurance policy is then sent to the insured at a later time period. The insured is covered by the insurance at the selected level as of the time the binder is issued.

It is difficult to understand what could be taught or suggested by the above text for the Office's interpretation that it has anything to do with re-intermediating an insurance agent upon receiving a request to purchase an insurance policy according to a bindable insurance premium quotation and issuing the insurance policy. What is taught or suggested here is simply the traditional process of issuing an insurance policy—not the claimed invention's method for providing an insurance policy via a distributed computing network.

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But there is more. The Office has yet further argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 4, lines 16-17. This cannot be correct. Mitcham discusses that "[a]ny number of insurance companies or agents may supplying rates to kiosk 12." Supplying rates to the kiosk in the system of Mitcham so that the kiosk can display these rates to the user is not the same as re-intermediating an insurance agent upon a request to purchase an insurance policy according to a bindable insurance premium quotation and then issuing the insurance policy.

The Office has yet further argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 6, lines 19-24. This cannot be correct. As discussed above, this portion discusses the presentation of parallel options for a user to select. The user can select either completing an insurance contract or having a representative of an insurance company contact the user. However, that is completely different from the claimed invention, which recites "receiving a request to purchase said insurance policy according to said bindable insurance premium quotation; and in response to said request, re-intermediating an insurance agent and issuing said insurance policy."

The Office has additionally argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 8, lines 31-36. This cannot be correct. This portion of Mitcham describes block 318 of a process illustrated by FIGURE 3D of Mitcham. Again, the logic flow of block 318 is in parallel to block 250 which allows a user to complete an insurance contract. No "receiving a request to purchase said insurance policy according to said bindable insurance premium quotation; and in response to said request, re-intermediating an insurance agent and issuing said insurance policy" is taught or suggested by Mitcham at this portion.

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Finally, the Office has argued that the system of Mitcham teaches the re-intermediating feature of the claimed invention at Col. 9, line 20, to Col. 10, line 8. This cannot be correct. This portion of Mitcham happens to be Claim 1 of Mitcham. There is no teaching regarding re-intermediating an insurance agent. Mitcham does not expressly discuss or impliedly suggest the re-intermediating of an insurance agent after receiving a request to purchase an insurance policy according to a bindable insurance premium quotation and then issuing the insurance policy. (If the Office continues to have a different view, applicants respectfully request that the Office point to the precise location in Claim 1 of Mitcham where Mitcham teaches re-intermediating an insurance agent.) Therefore, no *prima facie* case of anticipation has been established by the Office.

As discussed above, the CNA reference simply presents a list of sales offices after the user manually locates a CNA branch office. No teaching of the re-intermediating feature of the claimed invention is taught or suggested by the CNA reference. The MostChoice reference is also not enabling. It cannot even allow a user to apply for an insurance quotation, let alone obtain a bindable insurance policy. Because the MostChoice reference is not enabling, the combination of Mitcham, the CNA reference, and the MostChoice reference is defective. Additionally, none of the references teaches or suggests the re-intermediating feature of the claimed invention.

Because the Office has failed to state a *prima facie* case of anticipation or obviousness, the rejection should now be withdrawn. Amended independent Claims 1 and 8 are clearly and patentably distinguishable over the cited and applied references. Claims 3-7, 10-19 are allowable because they depend from allowable independent claims and because of the additional limitations added by those claims. Consequently, reconsideration and allowance of Claims 1, 3-7, 8, and 10-19 is respectfully requested.

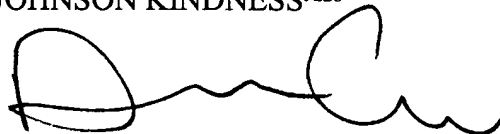
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CONCLUSION

In view of the foregoing remarks, applicant submits that all of the claims in the present application are clearly patentably distinguishable over the teachings of Mitcham, the CNA reference, and the MostChoice reference, taken alone or in combination. Thus, applicants submit that this application is in condition for allowance. Reconsideration and reexamination of the application, allowance of the claims, and passing of the application to issue at an early date are solicited. If the Examiner has any remaining questions concerning this application, the Examiner is invited to contact the applicants' assigned attorney at the number below.

Respectfully submitted,

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